ANEX 2 UGOVORA O IZVOĐENJU RADOVA OD 30.5.2024

u vezi člana 7.

ANNEX II CONTRACT OF PERFORMANCE OF WORKS

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN

OGRANAK BEOGRAD

AND

DOO DRINA-COOP ZA GRADJEVINARSTVO I TRGOVINU VETERNIK

2023.2

THIS SUBCONTRACT has been entered into by and between:

Party A:
CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD duly incorporated pursuant to the law of the Republic of Serbia, having its registered office at Batajnički drum, 3 deo 6a, 11080 Zemun, Serbia, registration No: 29507031, TIN: 109874997, represented by Chen Zhongzheng, legal representative of the branch office (hereinafter: "Party A")

and

Party B:
DOO DRINA-COOP ZA GRADJEVINARSTVO I TRGOVINU VETERNIK, duly incorporated pursuant to the law of Republic of Serbia having its registered office in Veternik-Novi Sad, Novosadski put 99, Serbia, registration No: 08345155, TIN: 101660092,
represented by Vladan Radojičić, Director (hereinafter: "Party B")

Whereas:
On July 7, 2018, CRIC-CCCC, together with the Ministry of Transport, Construction and Infrastructure of the Republic of Serbia and Infrastruktura Železnica Srbije doo, signed the Commercial Contract for the Execution of Works on the Modernization and Reconstruction of the Hungarian-Serbian Railway on the territory of the Republic of Serbia, section Novi Sad - Subotica - State Border (Kelebija) (hereinafter: Commercial Contract);

Party A is authorized to assume all civil and track engineering works within the Republic of Serbia, along the Novi Sad - Subotica section - State Border (Kelebija) in terms of the

OVAJ UGOVOR se ugovara između:

Strana A:
CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD osnovano u skladu sa zakonom Republike Srbije, sa sedištem u Batajničkom drumu, 3 deo 6a, 11080 Zemun, Srbija, matični broj: 29507031 , PIB : 109874997, koju zastupa gospodin Chen Zhongzheng, pravni zastupnik filijale (u daljem tekstu: „Strana A")

i

Strana B:
DOO DRINA-COOP ZA GRADJEVINARSTVO I TRGOVINU VETERNIK osnovano u skladu sa
zakonom Republike Srbije sa sedištem u Veterniku-Novi Sad, Novosadski put 99, Srbija, matični broj: 08345155, PIB broj:101660092,
koga zastupa Vladan Radojičić, direktor (u daljem tekstu: „Strana B")

S obzirom da:
CRIC-CCCC je 7. jula 2018. godine zajedno sa Ministarstvom saobraćaja, građevinarstva i infrastrukture Republike Srbije i Infrastrukturom Železnica Srbije doo potpisalo „Komercijalni ugovor za izvođenje radova na modernizaciji i rekonstrukciji Mađarsko-srpske železnice na teritoriji Republike Srbije, deonica Novi Sad – Subotica – Državna granica (Kelebija)" (u daljem tekstu Komercijalni ugovor);

Ovlašćena je strana A da na teritoriji Republike Srbije, deonica Novi Sad – Subotica – Državna granica (Kelebija), preuzme sve radove na niskogradnji i

Modernization and Reconstruction Project of the Hungarian-Serbian Railway;
Party A has the desire to engage Party B for the performance of works on facilities: Kisač, Zmajevo, Stepanovićevo, TPS Novi Sad and Novi Sad Main Railway Station, on the basis of this Subcontract (hereinafter: "Subcontract Works"), while Party B is ready to assume the execution of the Subcontract Works.

prugama na Projektu modernizacije i rekonstrukcije mađarsko-srpske železnice);
Strana A, sa željom da angažuje stranu B za izvođenje radova na objektima: Kisač, Zmajevo, Stepanovićevo, TPS Novi Sad I Glavna železnička stanica Novi Sad, na osnovu Ovog Ugovora (u daljem tekstu „Podizvođački radovi"), dok je Strana B spremna da preuzme svo izvršenje Podizvođačkih radova.

Party B submitted to Party A an Offer for the performance of works dated December 22, 2022 (hereinafter: "Offer").

Strana B je dostavila Strani A Ponudu za izvođenje radova od 22.12.2022. godine (u daljem tekstu „Ponuda")

Following friendly consultations, Party A and Party B are entering into a Contract for works on facilities Kisač, Zmajevo, Stepanovićevo, TPS Novi Sad and the Novi Sad Main Railway Station, (hereinafter: Subcontract) in Novi Sad. The terms and conditions have been stated, as follows, so as to be observed by both parties.

Strana A i Strana B sklapaju Ugovor za radove na objektima Kisač, Zmajevo, Stepanovićevo, TPS Novi Sad I Glavna železnička stanica Novi Sad, (u daljem tekstu „Ugovor") u Novom Sadu nakon prijateljskih konsultacija. Uslovi su navedeni kako sledi kako bi ih obe strane trebale poštovati.

Article 7 Price of Work from Annex 2 of the Agreement and Payment Terms

Član 7. Cena Radova iz Anexa 2 Ugovora i uslovi plaćanja

Terms 7.1 On April 4, 2024, Jimmy jiny94789@gmail.com submitted and confirmed bids for jobs at the main railway station in Novi Sad – parter-level arrangements for wings B and C.

1. Bid 6-3/2024 – SV:2.3.1.1.1 for the amount of 483,110.04 dinars.

2. Bid 21/1-3/2024 for the amount of 7,706,277.24 dinars.

7.1 Dana 04.04.2024 prihvaćene su I potvrđene ponude od strane **Jimmy** <jiny94789@gmail.com> za poslove na glavnoj železničkoj stanici u Novom Sadu – parterno uređenje krila B i C.
1. Ponuda 6-3/2024 – SV:2.3.1.1.1 na iznos 4.833.110,04 dinara.
2. Ponuda 21/1-3/2024 – na iznos 7.706.277,24 dinara.

7.2 DRINA-COOP will perform the mentioned works according to the bids and deliver the construction booklets for the quantities of works within the agreed timeframe. DRINA-COOP will not request an advance for the mentioned works from the bids. The accounting will be done based on the actual

7.2 DRINA-COOP će navedene radove po ponudama izvesti u dogovorenom roku i dostaviti listove građevinske knjige za količine radova.
DRINA-COOP neće potraživati avans za navedene radove iz ponuda. Obračun će se raditi na stvarno izvedene

quantities performed, and for any eventual excess works, the single prices from the basic bids will apply.

količine, a za sve eventualne viškove radova važe jedinične cene iz osnovih ponuda.

Article 19 OTHER PROVISIONS

19.1 Party B shall not, without the express prior written consent of Party A, assign to any third party the Annex Agreement or any part thereof, or any right, benefit, obligation or interest in or under it.

Član 19. OSTALE ODREDBE

19.1 Strana B neće, bez izričitog prethodnog pismenog pristanka Strane A, preneti bilo kojoj trećoj strani Aneks Ugovora ili bilo koji njegov deo, ili bilo koje pravo, korist, obavezu ili interes u njemu ili po njemu.

19.2 Party B knows that Party A's acceptance of Party B as a subcontractor for this project must be approved by the owner. In the event that the Employer does not approve Party B as a subcontractor for the works, for any reason, this Contract will be null and void and both parties agree that they will not have any claims, on any grounds, against each other.

19.2 Strana B zna da prihvatanje Strane A od strane B kao podizvođača ovog projekta mora biti odobreno od strane vlasnika. U slučaju da Naručilac ne odobri Stranu B kao Podizvođača za radove iz bilo kog razloga, ovaj Ugovor će biti ništav i obe strane su saglasne da neće imati bilo kakva potraživanja po bilo kom osnovu jedna protiv druge.

19.3 An annex is an integral part of an amendment to a contract and has the same legal effect as the original contract.

19.3 Dodatak je sastavni deo Aneksa Ugovora i ima isto pravno dejstvo kao i Ugovor.

19.4 This Subcontract has been drafted in bilingual form, in English and Serbian, in case of a discrepancy, the English shall prevail.

This Subcontract has been executed in four counterparts, two for either party.

19.4 Ovaj Aneks Ugovora se sastoji od dva jezika, engleskog i srpskog, a u slučaju neslaganja, engleski će imati prednost.

Ovaj ugovor je sačinjen u četiri primerka, od kojih dva drži strana A i dva drži Strana B

For and on behalf of Party A:

Za i u ime Strane A:

Mr. Chen Zhongzheng

For and on behalf of Party B:

Za i u ime Strane B:

Mr. Vladan Radojičić, Director